

DISTRICT OF 100 MILE HOUSE



CEMETERY BYLAW NO. 1341, 2019

A bylaw to repeal District of 100 Mile House Cemetery Bylaw No. 1101, 2007 and amendments thereto in their entirety and hereby create a new District of 100 Mile House Cemetery Bylaw.

WHEREAS, the Council of the District of 100 Mile House, acting as the Board of Trustees of the municipal cemetery, deems it expedient to create a new cemetery bylaw.

AND WHEREAS, the Council of the District of 100 Mile House, wishes to repeal District of 100 Mile House Cemetery Bylaw No. 1101, 2007 and amendments thereto in their entirety;

NOW THEREFORE, the Council of the District of 100 Mile House in open meeting assembled, enacts as follows:

1. This Bylaw may be cited for all purposes as “**Cemetery Bylaw No. 1341, 2019**”.
2. District of 100 Mile House Cemetery Bylaw No. 1101, 2007 and amendments thereto are hereby repealed in their entirety.

Words or phrases defined in the *British Columbia Cremation, Interment and Funeral Services Act* and its regulations or the *Business Practices and Consumer Protection Act* and its regulations will have the same meaning when used in this bylaw unless otherwise defined in this Bylaw.

The headings contained in this bylaw are for convenience only and are not to be construed as defining, or in any way limiting the scope or the intent of the provisions of this bylaw.

If any portion of this bylaw is for any reason held invalid by any court of competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

DISTRICT OF 100 MILE HOUSE
CEMETERY BYLAW NO. 1341, 2019

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SECTION I – DEFINITIONS

1. For the purpose of this Bylaw, unless the context otherwise requires:

Care Fund	means a fund required and governed by the <i>Cremation, Interment and Funeral Services Act</i> , for the care, maintenance and repair of the cemetery.
Caretaker	means a person or persons duly appointed or employed by the District, from time to time, as Operation Supervisor.
Cemetery	means land that is set apart or used as a place of Interment of Human Remains or Cremated Remains and includes any incidental or ancillary buildings on the land.
Child	means any person one year old up to and including 14 years of age.
Columbarium	means a vault with single or double compartment niches for urns containing Cremated Remains.
Commingled Remains	means the intentional and irreversible mixing of the Cremated Remains of more than one deceased person.
Council	means the Council of the District of 100 Mile House acting as the Board of Trustees of the municipal cemetery.
Cremated Remains	means the human bone fragments and ashes left after human remains are cremated.
Disinterment	means the removal for the purpose of permitted relocation, of human remains and the container, or any remaining container holding the human remains, from the Lot which the human remains are interred.

Exhumation	means the exposure and removal of interred human remains for the purposes of viewing or examination.
Finance Officer	means the person duly appointed as such from time to time by Council.
Grave Space	means a space of ground in a Cemetery intended to be used for the permanent interment in the ground for the remains of a deceased person.
Infant	means any person up to the age of one year.
Inurnment	means one form of interment and shall mean the placement of cremated remains in a niche.
Interment	means the permanent disposition of humans remains by burial in a cemetery, entombment in a mausoleum or inurnment in a columbarium.
Interment Rights Certificate	means a District issued certificate that recognizes the holder has pre-arranged access to Interment Rights at a specified location.
Medical Health Officer	means a person holding office as the Medical Officer with jurisdiction within the District.
Minister	means that member of the Executive Council charged by Order of the Lieutenant-Governor-In-Council with the administration of the <i>Cremation, Interment and Funeral Services Act</i> and/or <i>Business Practices and Consumer Protection Act</i> and includes any person designated therein as having appropriate administrative authority to act as a Director under the <i>Business Practices and Consumer Protection Act</i> .
Niche	means a recessed space in the Columbarium used or intended to be used for the inurnment of Cremated Remains.
Non-resident	means any person who is not a resident as defined in this bylaw.

Resident	means a deceased person who resided in the District of 100 Mile House or the Cariboo Regional District (Area G, H & L) at the time of death, or was a five (5) year resident of the area within the eighteen (18) months preceding death, or was a property owner in the area at the time of death or was a property owner in the area for more than ten (10) years at any time preceding death.
Scattering Garden	means a designated area for the placement of non-recoverable, commingled cremated remains scattered within the designated garden area.

The use of words signifying the masculine will include the feminine.

All other words and phrases in this Bylaw will be construed in accordance with any definitions assigned to them in the *Cremation, Interment and Funeral Services Act* and the *Business Practices and Consumer Protection Act*, and their associated regulations, all as amended or replaced from time to time.

SECTION 2 – LEGAL DESCRIPTION

2. The following lands have been set aside, operated, used and maintained as the Cemetery by the Board:
 - a) 100 Mile House Cemetery, legally described as;
Lot A, Plan KAP66971, DL 2136 Lillooet Land District
 - b) A copy of the plan of the Cemetery shall be filed with the Director of *Business Practices and Consumer Protection Authority* and copies shall also be kept available for public inspection at the District office and at such other places as may be required or deemed necessary.
 - c) Council hereby established itself as a Board of Trustees to own and operate the Cemetery and to exercise all of the powers and duties of the Board of Trustees pursuant to the *Cremation, Interment and Funeral Services Act*.

SECTION 3 – GENERAL

3. RIGHT OF INTERMENT

- a) The District may grant to any person paying the fees, therefore, according to the Schedule of fees hereinafter provided and subject to the terms of Section 4 hereof, exclusive use by him or his executors or administrators, of any one or more grave spaces which may be vacant and unreserved in the Cemetery upon payment of said fees and being issued an Interment Right Contract.
- b) Application for one or more Rights of Interment shall be made to the District during office hours, Monday to Friday, except holidays and shall include a statement of:
 - i) The applicant's name and address'
 - ii) The name and address of the person or person for which the Right of Interment is being acquired;
 - iii) If applicable, the date of death and time and date of the funeral for that person(s); and
 - iv) Any other information that the District reasonably requests.
- c) The District reserves the right to refuse to sell the Right of Interment for the use of more than two (2) grave or niche spaces to any one individual.
- d) The Board may by agreement with a society, church or other organization, reserve a section of the Cemetery to be used exclusively for the interment of deceased members of the society, church, or other organization concerned and upon such agreement being made no person shall be issued an Interment Right Contract to use such grave space in the reserved section unless his application to the District to purchase an Interment Right Contract is accompanied by a certificate from the society, church or organization concerned, stating that he or the person on whose behalf he may be acting, is entitled to burial in the reserved section. All Interment Right Contracts issued and services rendered by the District under these conditions shall be subject to payment at the regular rates set forth in the schedule of rates duly attached hereto as Schedule "A".

- e) **TRANSFERS:** Where the holder of an Interment Right Contract to use and occupy grave space in the Cemetery wishes to transfer his right of use and occupancy to another person, he shall first provide the Administrator, or designate, with full particulars of the name, address and other description of the person to whom the transfer is to be made, in consideration to be paid therefore, and such other information as the Administrator, or designate, may reasonably request. The provision of such information shall not bind the board to accept the proposed transfer.
- f) If the Interment Right Contract transfer relates to a grave space located in an area reserved under an agreement made between the Board and an organization pursuant to Section 3(d) hereof, the requirements of said Section 3(d) concerning entitlement to burial in a reserve section of the Cemetery will apply to the person to whom the transfer is made.
- g) Upon acceptance by the District of the transfer fee prescribed in Schedule "A", and upon compliance with the requirements of this Bylaw by the Interment Right Contract holder and the person to whom the Interment Right Contract is to be transferred, the Administrator, or designate, shall effect the desired transfer by an endorsement upon the Interment Right Contract and shall record the transfer in the books or other records kept by him for that purpose.
- h) **CANCELLATIONS:** An Interment Right holder may cancel an Interment Right Contract and obtain a refund of the original purchase price for the space identified less the amount of the Care Fund contribution for the space, at the time of purchase, and less an Administration fee of 10% on the difference, subject to the following:
 - i. There were no interments in the lot;
 - ii. The original Right of Interment is surrendered; and
 - iii. The costs for removal of any memorial(s) are paid.

After 31 days from the date of entering into a purchase agreement no refund shall be made on any Care Fund contribution collected.

- i) All Interment Rights Contracts issued for the use of grave space in the Cemetery shall be subject to the provisions of this bylaw and all bylaws now or thereafter to be passed by the Board.
- j) Plots may be reserved for future use provided that the fees for the grave space or columbarium niche is paid in accordance to Schedule "A". Fees for burial and other goods and services will be payable at such time as the grave or columbarium space is required for use.

FEES AND CHARGES

- a) The applicable fees for interment, disinterment, and care of graves and niches, scattering of cremated remains and the charges for goods required for burial by the District for use in the Cemetery and any other cemetery fees are shown in Schedule “A”.
- b) The fees set out in Schedule “A” to this bylaw shall be paid at the District office at the time of entering into an Interment Rights Contract or purchase of any goods or services sold by the District in connection with the operation of the Cemetery.

SECTION 4 – INTERMENT, EXHUMATION AND CREMATION

4. PERMISSION TO INTER, EXHUME AND CREMATE

- a) No human remains will be interred in a cemetery until a Right of Interment has been issued by the District and the applicable fee has been paid to the District, except as may be permitted otherwise under the terms of Section 4(f).
- b) All applications for a Right of Interment in a cemetery will be made to the District during regular office hours on all days of the week except Saturday or Sunday or Statutory Holidays, and, in the case of emergency, as described in Section 4(f).
- c) No interments will be permitted with less than 24 hours notice from Monday to Sunday unless an additional fee is paid as set out in Schedule “A” of this bylaw. Interments on Statutory Holidays will be charged an additional fee as set out in Schedule “A”.
- d) Any person who makes application for a Right of Interment will provide the District with a statement of the name, age and date of death of the deceased, whether or not death was caused by a communicable disease as listed in the *Health Act Communicable Disease Regulation* made under the *Public Health Act*, the time and date of the funeral and any other information which it is reasonable for the District to request.

- e) No person shall be granted Right of Interment in an area of the Cemetery which the Board has reserved under provisions of Section 3(d) hereof for burial of members of a church, society, or other organization, except where the applicant for the permit furnishes the Administrator, or designate, with a Certificate from the organization for whom the area has been reserved, stating that the deceased person for whom the permit is required is entitled to burial in the reserved area.
- f)
 - i. Where the Medical Health Officer directs, pursuant to the *Health Act Communicable Disease Regulation* or otherwise, that human remains will be buried in the Cemetery during any period when the District offices are closed, the Ministry of Health must grant approval for same and retroactive approval must be obtained from the District during normal working hours.
 - ii. Where a burial in the Cemetery is performed under the conditions subsection 4(f)(i) the person who permitted the burial and the person who performed the burial shall report the matter to the Administrator, or designate, with full details of the deceased as required by Section 4(d) together with such fees as required in accordance with Schedule "A", if such fees have not previously been paid.
 - iii. The information required to be given to the Administrator, or designate, under the terms of subsection 4(f)(ii) shall be provided to the Administrator, or designate, as soon after such interment as the District office is opened.
- g) No deceased person interred in the Cemetery shall be exhumed without a written order being first obtained from the Business Practices and Consumer Protection Authority in accordance with the requirements of the Cremation, Interment and Funeral Services Act and the presentation for such order to the Administrator, or designate, for his examination.
- h) It shall be unlawful for any person to cremate or burn a deceased person within the limits of the district of 100 Mile House save and except as authorized under the terms of the Cremation, Interment and Funeral Services Act and the regulations made thereunder and the presentation of such order to the Administrator, or designate.

INTERMENT IN THE CEMETERY

- i) No remains other than human remains or cremated remains will be interred in the Cemetery and all interments will be subject to, and comply with, the provisions of this bylaw.

- j) The Rights Holder for a grave space must not permit an interment to be made in the grave space to which the Right of Interment refers, nor transfer or dispose of the said grave space to another person, group or organization, unless such interment, transfer or disposal is made pursuant to the provisions of this bylaw.
- k)
 - i. Where the body of a person who died while suffering a communicable disease is to be buried in the Cemetery, any instruction given by the Medical Health Officer respecting the interment shall be fully and carefully followed by those who perform the interment.
 - ii. Where the body delivered to the Cemetery for interment is subject to the direction of the Medical Health Officer under the terms of *Health Act Communicable Diseases Regulations*, the person delivering the body to the Cemetery shall inform the Administrator, or designate.

COLUMBARIUM

- l)
 - i. Inurnment shall be permitted only in columbarium structures owned and maintained by the District.
 - ii. All inurnments, disinurnments and removals, including all openings and closings niches shall be made only by persons designated by the Administrator, or designate.
 - iii. The external dimensions of an urn to be placed in any niche shall not exceed 25cm x 25cm x 25cm.
 - iv. No more than one urn may be placed in a single size niche.
 - v. No more than two urns may be placed in a double size niche.
 - vi. Upon payment of the fee prescribed in Schedule "A" of this bylaw, a memorial inscription plate shall be supplied and installed by the District on the door of the niche.

GRAVE SPACE

- m)
 - i. Each interment in the Cemetery, other than the interment of cremated remains shall provide for not less than one (1) metre of earth between the upper surface of the coffin, or grave liner or vault enclosing the coffin and the top surface of the adjacent ground.

- ii. A maximum of five (5) interments shall be allowed in any one grave space, of which no more than two may be a body.
 - iii. Where two interments are permitted in one (1) grave space, and each interment is in respect of a body not in the form of a cremated remains, the first body shall be buried in the grave at a lower level depth than the second and each of the two burials in the grave shall conform to the requirements of subsection 4(m)(i).
 - iv. Cremains may be interred over a casket or caskets; however, these cremains may not be disturbed to use the plot for a regular interment.
 - v. Subject to subsection 4(m)(iv), three (3) cremain interments are permitted in addition to regular interment(s) in standard and child size plots and two cremain interments are permitted in addition to regular interments in infant size plots.
 - vi. No more than two (2) interments of cremated remains shall be permitted in cremation size plot.
 - vii. The interment of cremated remains in a plot in the Cemetery shall be made in a container encased in either concrete, polypropylene or fiberglass, not less than 4cm thick and shall be buried in the grave not less than 0.6 metres deep, except where the concrete encased container of cremated remains is used as a foundation-base for a memorial tablet installed on the grave according to the requirements of section 5(b)
- n) No grave shall be dug or opened by any person other than the person duly authorized by the District, or by the Administrator, or designate.
 - o) No mausoleums, vaults or other methods of interment above ground shall be permitted in the Cemetery except for those constructed by the District.
 - p) A grave liner or vault shall be used for each interment, except where cremated remains are interred according to the requirements of section 4(n)(ii).

SCATTERING GARDEN

- q) i. It shall be unlawful for any person to scatter cremated remains within the confines of the Cemetery except within a scattering garden. All cremated remains that are placed in the scattering garden are considered non-recoverable and commingled.

- ii. No remains shall be scattered in the scattering garden until a permit to scatter the remains has been obtained from the District and the fee as specified in Schedule "A" has been paid to the District except as may be permitted otherwise under the terms of Section 4(f)(i).

SECTION 5 – MEMORIALIZATION

5. MEMORIALS

- a) No memorial other than a tablet type memorial, as specified in Section 5(b), may be installed on a grave.
- b) A tablet type memorial may be installed on a grave in the Cemetery provided the installation fee as set out in Schedule "A" is paid and upon payment such person or persons shall be entitled to receive an Interment Right Contract. The memorial is to be made of stone or bronze and conform to the following:
 - i. Each memorial tablet shall be installed in a position on the grave according to that established by the Board for memorials on graves in the Cemetery and shall have its top surface set level and flush with the surface of the surrounding ground.
 - ii. Each bronze memorial tablet shall be attached to a concrete base of not less than 10cm (4") thick, with side surfaces true and perpendicular with the top surface of the attached tablet.
 - iii. Each stone memorial tablet shall not be less than 7.5cm (3") thick and shall have its side surfaces true and perpendicular with its surface.
 - iv. Except as permitted otherwise in subsection 5(b)(i) the top surface of memorial tablets and concrete bases shall measure as follows:

On Adult Size Graves

Memorialization of one (1) or two (2) persons (in case of double depth burial)	30cm x 60cm (12"X24")
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On Child Size Graves

	30cm x 50cm (12" x 20")
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On Infant Size Graves

	25cm x 45cm (10"x18")
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On Cremated Remains Size Graves

	30cm x 50cm (12"x20")
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- v. A bronze memorial tablet intended for installation on the grave of an adult or child may be smaller than its concrete base provided the concrete base conforms to the size for the grave as required in subsection (iv) above and provided the part of the base extending beyond the tablet does not exceed 5cm (2") wide and has smooth, slightly beveled surface to shed water at its outer edges.
 - vi. One memorial tablet only may be installed on each grave, but where two persons are buried side by side in adjacent graves, one 45cm x 74cm (18"x30") tablet which provides for the same memorialization of both persons may be used instead of two separate tablets, provided the single tablet so used is set to embrace evenly the two graves concerned.
 - vii. On a cremated remains size grave a memorial which conforms to the requirements of this section and which supports a stone or bronze tablet, may enclose one or two containers of cremated remains of a deceased person(s).
- c) A plaque may be installed on a memory structure to commemorate the person whose ashes have been scattered in the scattering garden.
 - d) Memorials are placed in the cemetery at the risk of the licensee of the plot or of the applicant. The District accepts no responsibility for theft or damage resulting from vandalism.
 - e) The District accepts no responsibility for the degrading of the memorials or markers due to normal wear or deterioration. Minor chipping and scratches on the memorials and markers or damage to pictures and frames or covers on the memorials and markers as a result of turf mowing and trimming operations or by equipment used for the opening and closing of a burial plot is considered normal wear.

PART 6 – CEMETERY CARETAKER

- 6. The Caretaker shall be responsible for:
 - a) Dig and prepare or cause to be dug and prepared, all plots required to be dug, as well as be responsible for the opening and closing of graves.
 - b) Direct all funerals in the Cemetery to the correct grave site.

- c) Direct all ceremonies for the scattering of remains to the scattering garden.
- d) Install or arrange for the installation of all memorial tablets.
- e) Carry out or cause to be carried out, the general work of the Cemetery to maintain it in a neat and tidy conditions, including the maintenance of paths, gates, fences and other cemetery improvements.
- f) Maintain or cause to be maintained, records as required and submit to the Administrator, or designate, whatever reports are required of him.
- g) Complete such other work as may be directed by the Administrator, or designate.
- h) Ensure that no plot in the Cemetery shall be defined by a fence, hedge, rooted plant, border, curbing or railing unless permission for such installation is first obtained from the Board, the fees as set by the Board are first paid, and the improvements are constructed according to specifications of the Caretaker. Maintenance of the entire cemetery plot on which such special items are installed shall be the responsibility of the party obtaining such permission. If such upkeep is not maintained, those special items shall be removed by the Caretaker.

PART 7 – ADMINISTRATION AND CARE FUND

- 7. a) The Administrator, or designate and Finance Officer must:
 - i. Maintain all records and files necessary for the administration and management of the Cemetery as required by the *Cremation, Interment and Funeral Services Act* and its regulations;
 - ii. Review and issue Rights of Interments and permits for exhumation/disinterment;
 - iii. Coordinate interments, exhumations and the placement of memorials with the Caretaker; and
 - iv. Maintain an accounting of all monies received and expended under this bylaw.

- b) The Administrator, or designate is hereby authorized on behalf of the District and subject to the provisions of this bylaw to issue a Right of Interment in respect of:
- i. any unoccupied Grave for which a Right of Interment has not already been issued;
 - ii. any Niche for which a Right of Interment has not already been issued; and
 - iii. the scattering garden area in the Cemetery.
- c) Upon issuing a Right of Interment or upon viewing an order for exhumation from the proper authority as specified in Section 4(g), the Administrator, or designate will notify the Caretaker before the time of the intended interment or exhumation giving the name of the deceased, the number and location of the Grave concerned and any instructions of the Medical Health Officer relative to the interment or exhumation.
- d)
- i. A Care Fund is hereby continued, to be administered in accordance with the requirements of the *Cremation, Interment and Funeral Services Act*.
 - ii. All fees specified as “Care Fund” fees in Schedule “A” to this Bylaw shall be levied and paid into the Care Fund and held, invested and used by the District in strict compliance with the *Cremation, Interment and Funeral Services Act* and its regulations.
 - iii. A bank account shall be established to be known as “Cemetery Care Trust Fund” into which the Finance Officer shall pay all funds received for care fund purposes and all such funds shall be deposited into said account, and held pending investment as hereafter provided.
 - iv. For all Rights of Interment, the Finance Officer shall pay into the Cemetery Care Trust Fund, a Cemetery Care Fund Fee as specified in Schedule “A” for which the said contribution shall be irrevocable.
 - v. On all Interment Right Contracts for the use of grave space the amount required to be used for Care Fund purposes shall be specified.
 - vi. Any owner of a memorial marker, tablet, monument, memorial or curbing desiring to install same in the Cemetery, shall pay the amount specified in Schedule “A”, prior to the installation of such

memorial. The Finance Officer shall pay into the Cemetery Care Trust Fund the memorial installation Care Fund Fee as specified in Schedule "A".

- vii. The income from the Cemetery Care Trust Fund, including any appreciation thereof, shall be used for the sole purpose of upkeep and maintenance of properties licensed as the District Cemetery.
- viii. The principal sum from the Cemetery Care Trust Fund, shall not be reduced other than in accordance with the provisions providing for such as contained within the *Cremation, Interment and Funeral Services Act*.

e) A separate account of all monies received under the provision of this Bylaw and all monies expended hereunder shall be kept by the Finance Officer and any surplus remaining of receipts over expenditures shall be paid at the end of each fiscal year into the Cemetery Care Trust Fund.

COLUMBARIUM REPLACEMENT FUND

- f)
 - i. A fund shall be established to be known as the "Columbarium Replacement Fund".
 - ii. On all Interment Rights contracts for the purchase of a columbarium niche space, there shall be paid into the "Columbarium Replacement Fund" the amount received for each Interment Right Contract purchased from fees as specified in Schedule "A".
 - iii. On all Interment Right Contracts for the purchase of columbarium niche space the amount required to be used for the Columbarium Replacement Fund purposes shall be specified.
 - iv. The income from the Columbarium Replacement fund, including any appreciation therefore, shall be used for the sole purpose of adding columbarium niche space in the Cemetery once the current columbarium niche spaces are filled.
- g) A separate account of all monies received under the provisions of the bylaw and all monies expended shall be kept by the Finance Officer and any surplus remaining of receipts over expenditures shall be paid at the end of each fiscal year into the Columbarium Replacement Fund.

MEMORY WALL REPLACEMENT FUND

- h)
 - i. A fund shall be established to be known as the “Memory Wall Replacement Fund”.
 - ii. On all Interment Rights contracts for the reservation of Memory Wall space, and Prepayment/Engraving for Memory Wall there shall be paid into the “Memory Wall Replacement Fund” the amount received for each. from fees as specified in Schedule “A”.
 - iii. On all Interment Right Contracts for the Memory Wall space and Prepayment/Engraving for Memory Wall, the amount required to be used for the Memory Wall Replacement Fund purposes shall be specified.
 - iv. The income from the Memory Wall Replacement fund, including any appreciation therefore, shall be used for the sole purpose of adding a memory wall in the Cemetery once the current memory wall spaces are filled.
- i) A separate account of all monies received under the provisions of the bylaw and all monies expended shall be kept by the Finance Officer and any surplus remaining of receipts over expenditures shall be paid at the end of each fiscal year into the Memory Wall Replacement Fund.

PART 8 – OTHER

- 8.
 - a) Cut or artificial flowers, wreaths and floral offerings may be placed on plots but may be removed by the Caretaker when their condition is considered to be detrimental to the Cemetery.
 - b) No person shall plant, remove, cut down or destroy any trees, shrubs, plants, flowers, bulbs or rocks in the Cemetery other than an employee of the District authorized to do so by the Caretaker.
 - c) No persons shall damage or deface any memorial, fence, gate or structure in the Cemetery, or any improvements in the Cemetery.
 - d) No person shall enter the Cemetery in a vehicle after sunset, or drive a vehicle

in the Cemetery at any time at a speed of more than 15km per hour (10 mph) and all vehicles and their drivers, while in the Cemetery grounds, shall be subject to the direction and order of the Caretaker.

- e) No person shall solicit orders for markers, tablets, memorials, capping, or lie works within the limits of the Cemetery.
- f) All persons and funeral processions in the Cemetery shall follow instructions of the Caretaker.
- g) The discharging of firearms, other than in regular volleys at military burial services, is prohibited in the Cemetery.
- h) Any person who willfully destroys, mutilates, defaces, injures or removes any tomb, monument, memorial or other structure placed in the Cemetery, or any fence, railing or other work for the protection or ornament of the Cemetery, or of any monument, gravestone, or other structure or lot within the Cemetery, or willfully destroys, cuts, breaks, or injures any shrub or plant or plays at any game or sport, or who willfully or unlawfully disturbs persons assembled for the purposes of burying someone in the Cemetery, or who commits a nuisance, or behaves within the Cemetery in an indecent or unseemly manner, or deposits any rubbish or offensive matter or thing within the Cemetery, shall be guilty of an infraction of this bylaw and shall be liable to the penalties thereof, as provided for by Part 9 thereof.
- i) Only dogs on a leash will be permitted within the Cemetery. Horses are not permitted on any turf areas in the Cemetery.
- j) HOURS OF OPERATION

The cemetery shall be open to visitors from 8:00 a.m. to 8:00 p.m. daily. Any persons in the Cemetery between 8:00 p.m. and 8:00 a.m. the following morning, without the special permission of the Caretaker shall be guilty of an infraction of this Bylaw.

PART 9 – OFFENCE AND PENALTY

9. a) Every person who commits an offence against this Bylaw is liable to a fine and penalty not exceeding two thousand dollars (\$2,000.00) and costs.
- b) Notwithstanding anything herein contained, the administration and operation of the Cemetery shall be carried out at all times in accordance with the Cremation, Interment and funeral Services Act and Regulations made thereunder.

This bylaw is made by the Council of the District of 100 Mile House acting as the Board of Trustees of the Cemetery.

READ A FIRST, SECOND AND THIRD TIME THIS 14th day of May, 2019

ADOPTED THIS 18th DAY OF June, 2019

Mayor

Corporate Officer

SCHEDULE "A"

**100 MILE HOUSE CEMETERY
DISTRICT OF 100 MILE HOUSE
385 Birch Avenue, Box 340
100 Mile House, BC V0K 2E0**

Price List Effective: _____
(date adopted)

RESIDENT FEES

Grave Space	Right of Interment (Including Care Fund)	Care Fund (@ 50%)	Burial Fees Monday to Sunday (except statutory holidays)	Burial Fees After hours (less than 24 hours notice or statutory holidays)	Liner (Supplied by District)
Adult	\$ 550.00	\$ 275.00	\$ 650.00	\$ 910.00	\$ 300.00
Child	415.00	207.50	490.00	680.00	300.00
Infant	275.00	137.50	325.00	455.00	300.00
Cremated Remains	210.00	105.00	300.00	450.00	100.00

NON-RESIDENT FEES

Grave Space	Right of Interment (Including Care Fund)	Care Fund (@ 50%)	Burial Fees Monday to Sunday (except statutory holidays)	Burial Fees After hours (less than 24 hours notice or statutory holidays)	Liner (Supplied by District)
Adult	\$ 715.00	\$ 357.50	\$ 650.00	\$ 910.00	\$ 300.00
Child	525.00	262.50	490.00	680.00	300.00
Infant	355.00	177.50	325.00	455.00	300.00
Cremated Remains	245.00	122.50	300.00	450.00	100.00

DISINTERMENT/EXHUMATION FEES

Grave Space	Burial Fees Monday to Sunday (except statutory holidays)	Burial Fees After hours (less than 24 hours notice or statutory holidays)			
Adult	\$ 1,025.00	\$ 1,650.00			
Child	810.00	1,295.00			
Infant	665.00	1,115.00			
Cremated Remains	415.00	825.00			

Schedule "A"

**100 MILE HOUSE CEMETERY
 DISTRICT OF 100 MILE HOUSE
 385 Birch Ave., Box 340
 100 Mile House, BC V0K 2E0**

Price List Effective: _____
 (date adopted)

COLUMBARIUM	Niche (Including Care Fund)	Care Fund (@ 20%)	Replacement Fund (@ 50%)	Inurnment	Inurnment Less than 24hrs notice or Statutory Holidays	Engraving and Handling of Niche Plates (Flat Rate)
Resident	\$ 900.00	\$ 180.00	\$ 450.00	\$ 105.00	\$ 105.00	\$ 175.00
Non-Resident	1,250.00	250.00	625.00	130.00	130.00	200.00

Niche plates engraving font: Century School Book 34 characters per line. Maximum 6 lines.

Cemetery Goods and Services			
Scattering of Ashes	(including Care Fund)	100.00	Care Fund (@ 50%) 50.00
Memory Wall Name Reservation	(Flat Rate)	100.00	Replacement Fund (@ 100%) 100.00
Engraving for Memory Wall	(Flat Rate)	175.00	Replacement Fund (@ 100%) 175.00
Memorial Installation	(including Care Fund)	125.00	Care Fund (flat rate) 50.00
Deep burial (Two (2) burials placed in one (1) adult grave space)		200.00	
Transfer of License		25.00	

Schedule "B"

Cancellation or Transfer of Reserved Cemetery Lot

I, _____, of _____
(full legal name) (address)

being the Right of Interment holder of:

- A. In Grave Space: Block _____, Plot _____, Section _____ OR
B. In Columbarium Niche: Block _____, Plot _____, Side _____

of the 100 Mile House Cemetery, hereby surrender to the District of 100 Mile House the above reserved Plot or Niche;

OR

Hereby transfer to _____ (transferee) the above reserved Plot or Niche.

I certify that:

1. The Right of Interment has not been transferred, sold, or otherwise assigned to any other person and that I am the sole person entitled to request this cancellation or transfer;
2. No human or cremated remains have been interred nor is any interment pending in the Plot or Niche to which the Right of Interment applies as of the date of this cancellation or transfer.

Dated at _____ this _____ day of _____, 20__.

Signature of Applicant for Cancellation or Transfer

The District of 100 Mile House hereby acknowledges receipt of the original Right of Interment contract together with this cancellation or transfer and agrees to pay the holder of such Right of Interment contract the applicable fees.

Dated at 100 Mile House this _____ day of _____, 20__.

Authorized Signature

DISINTERMENT/EXHUMATION REQUEST

DATE OF DISINTERMENT: _____

In consideration of the "Disinterment/Exhumation Request", issued by the Business Practices & Consumer Protection Authority, permission is hereby granted to:

_____ to have the remains of _____ disinterred from the 100 Mile House Cemetery

Grave Space: Block _____ Plot _____ Section _____; OR

Disinterred from Columbarium Niche: Block _____ Plot _____ Side _____

To be interred: _____

In accordance with Schedule "A" of this bylaw the following disinterment fees, paid by cash, cheque or interact, shall be collected prior to the disinterment.

Grave Space	Fees
Adult	
Child	
Infant	
Cremated Remains	
Columbarium Niche	

The applicant hereby assures the District that no further authorization is required from the Coroner's Office or the Health Authority in regards to this matter and that the cause of death was not from an infectious disease.

It is understood that unless the human remains are being re-interred/inurned in the 100 Mile House Cemetery, the funeral home _____ shall be directly responsible for:

- Receiving the human remains immediately after the grave space/columbarium niche is opened;
- Transportation of the human remains in accordance with the regulations.

The District shall not be held liable for any damage to or deterioration of the condition of the interred/inurned container or remains.

I agree and accept the above written permit upon the terms and subject to the conditions above expressed.

Date

Signature of Agent/Permittee